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ADOPTED 3/29/90

DEVELOPMENT IMPACT PROJECT PLAN

FOR THE

HARVARD BUSINESS SCHOOL

MORGAN HALL

MARCH 29, 1990

Prepared For: Boston Redevelopment Authority

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DEVELOPMENT IMPACT PROJECT PLAN
FOR THE
HARVARD BUSINESS SCHOOL
MORGAN HALL

Owner: President and Fellows of Harvard College
(Hereinafter referred to as "Harvard")
Cambridge, Massachusetts

Susan A. Rogers, Associates Dean for Campus Planning
Harvard Business School
15 Harvard Way
Boston, MA

Architect: Moshe Safdie and Associates, Inc.
One Properzi Way
Somerville, MA 02143

Moshe Safdie

Development Consultants:

A project directory list of the names, addresses, and telephone numbers of our attorneys, architects, engineers and special consultants is attached to this Plan as Exhibit A.

Site Description:

The project site is commonly known and numbered as 15 Harvard Way, Boston, Massachusetts and is part of the Harvard University Allston Campus (see Exhibit B). The project site is located on one parcel of land.

Description of Project:

The Harvard Business School campus includes 1.1 million square feet of space in twenty-six buildings. Over half of this space was built between 1924 and 1926 when the Graduate School of Business Administration moved from Cambridge to Soldiers Field. During the past decade, this space, now more than sixty years old, came due for renovation all at once.

In response, HMS simultaneously completed a number of straight-forward renovations, while exhaustively studying and planning solutions to address the complex and strategic issue of faculty offices. Now, after four years of planning, we propose to renovate Morgan Hall to provide offices for almost the entire faculty in one place.

The renovated building will maintain the character and quality of the existing McKim, Mead & White structure. By expanding the footprint (from an "L" to a rectangle) and adding a new floor, we will nearly double the space from \$50,000 to 115,000 gross square feet. Morgan currently houses eighty faculty members and thirty support staff (as well as a small number of administrative groups). The new building will provide offices for 170 faculty, 80 support staff and 90 researchers and doctoral students. Space in other buildings, now used for faculty offices, will be returned to residential use or used to house professional or administrative groups after the renovation of Morgan is completed.

Our objective is to create an environment where the most talented researchers and teachers can do their best work. Our program calls for a design which will be both durable and flexible over a seventy-five-year time horizon.

Proposed Uses:

The project is a faculty office building which will include institutional office and parking uses.

Project Number of Employees:

The project will generate 150 construction jobs and will house 320 permanent employees within the new building. It is important to note that most of these 320 employees are already employed by the Business School or its affiliated institutions. As described in the Development Impact Project Agreement (attached as Exhibit C), we will execute a Boston Residents Construction Employment Plan, addressing the requirements of the Mayor's Employment Order extending the Boston Resident's Job Policy dated July 12, 1985 and the requirements of the Ordinance establishing the Boston Employment Commission set forth in Chapter 12 of the ordinance of 1986, as amended by Chapter 17 of the Ordinance of 1986. Also as described in Exhibit C, we will make good faith efforts to achieve the goal that 50% of permanent entry level employment opportunities created by the project will be made available to Boston residents.

Development Impact Project Contribution:

The Project is a "Development Impact Project" under the Boston Zoning Code and, as required under Section 26A-3(2) thereof, Harvard will enter into a Development Impact Project Agreement for the Project with the Authority (the "DIP Agreement"). Under the DIP Agreement (see Exhibit C), Harvard shall be responsible for making a Development Impact Project Contribution (the "DIP Contribution") with regard to the Project. The DIP Contribution shall be made, at Harvard's option, by (i) the grant and payment by Harvard of a sum of money, payable at the times and in the manner and under the conditions specified in the DIP Agreement (referred to in Section 26A-3(2) of the Zoning Code as the "Housing Contribution Grant") or (ii) the creation by Harvard of low and moderate income housing units at a cost at least equal to the amount of the Housing Contribution Grant and under the conditions specified in the DIP Agreement (referred to in said Section 26A-3 as the "Housing Creation

Option"), or (iii) a combination of items (i) and (ii) above. Should the Harvard obligation with regard to the DIP Contribution be satisfied solely in the form of a Housing Contribution Grant, total payments from the Application would equal approximately \$4,500, calculated as follows:

Total Square Footage of Gross Floor
Area of Uses Enumerated in Table D
of Article 26A of the Code Calculated
pursuant to Section 2-1(21) of the
Zoning Code: 100,900

Less Exemption: (100,000)

Net Square Footage of Gross Floor
Area, for Purposes of Payment x \$5.00
Total Housing Contribution Grant: \$ 4,500

In the alternative, Harvard may elect to make payment under the Housing Contribution Grant in a single installment, due and payable on the Payment Date, in an amount equal to the total amount of the Linkage Payment which would otherwise be paid in twelve equal annual installments, discounted to represent the present value of such twelve equal annual installments if paid in a single installment on the Payment Date.

Jobs Contribution Grant:

As required under Section 26B-3(1) of the Zoning Code and as required under the terms of the DIP Agreement, Harvard shall make a Jobs Contribution Grant with regard to the Project, in the manner and under the conditions specified in the DIP Agreement. The Jobs Contribution Grant will equal approximately \$43,500 calculated as follows:

Total Square Footage of Gross Floor
Areas of Uses Enumerated in Table E
of Article 26B of the Code: 100,900

Less Exemption: (100,000)

Net Square Footage of Gross Floor
Area, for Purposes of Payment x \$1.00
Total Jobs Contribution Grant: \$ 900

Estimated Construction Time:

The Project will be developed in a single, continuous phase with a duration of approximately 24 months from commencement of construction which planned to begin in April 1990.

Proposed Location and Appearance of Structures:

A major effort in the design for Morgan Hall has been made to keep the existing building as intact as possible and relate the new addition to the existing mass and surrounding context. The cornice height of the existing building will be maintained, although an additional floor that was first planned in 1926 will be added. The addition, while doubling the square footage of the building, is actually less wide than the 1961 addition of the building. The length of the original building will be maintained.

The specific vocabulary of the addition relates directly to the existing building and context. The vocabulary includes a heavy cornice band, wing projections that break up the long facade, dormer elements on a sloping roof and bay and bow windows.

The main materials of the building will be brick, precast concrete and fiberglass. These materials will be chosen to match their counterparts on the existing building. The precast at the bays and bows and trim will be made to look like stone. Precast concrete was used as quoins and panels on the existing Morgan. The fiberglass will match the heavy wood cornice. A slate roof will match other roofs on Campus.

The area immediately surrounding the structure will be landscaped.

Building Dimensions:

The footprint dimensions of the building will be approximately 104 feet by 212 feet. Morgan Hall measures 65 feet in height to the top of the mechanical penthouse.

Approval Process/Schedule:

The site is entirely owned by Harvard and requires no additional land acquisition to effect the development.

Harvard filed a Building Permit Application (#000743) with the City of Boston Inspectional Services Department (ISD) on September 5, 1989. On September 14, 1989 ISD denied the Application because the project requires zoning relief under Article 6 and Article 8 of the Boston Zoning Code. Harvard's Appeal (BZC #13493) for zoning relief is pending before the Boston Zoning Board of Appeal (ZBA). A hearing before the BRA board is anticipated on March 29, 1990 and a ZBA public hearing is expected shortly thereafter.

Proposed Traffic Circulation, Access to Public Transportation:

The Transportation Access Plan was prepared by Sasaki Associates dated September 1989, as part of the Draft Project Impact Report which was submitted to the Boston Redevelopment Authority (BRA) and the Boston Transportation Department (BTD) on November 8, 1989.

The Morgan Hall alteration and addition project will create no new demand for parking or traffic and will not create any traffic or parking impacts. It will serve only to relocate faculty, research assistants and staff from cramped and inappropriate quarters on the Allston Campus to well-suited space in Morgan Hall.

In addition, Harvard will enter into a Transportation Access Plan Agreement with the Boston Transportation Department for Morgan Hall so that traffic impacts will be mitigated.

Zoning:

The site is located within the City of Boston's H-1 Zoning District and is within the Allston-Brighton Interim Planning Overlay District (IPOD). This zoning does not specify institutional requirements but require a Conditional Use Permit for faculty office use. The cumulative FAR for this site will increase from .34 to .37 with the addition of Morgan Hall. The maximum allowable FAR in this Zoning District is 1.00.

Community:

The project site is located entirely within the Harvard University Allston Campus and does not abut a public street. However, the Allston Campus is within the Allston-Brighton IPOD. Since September 1989, we have been meeting with members of the Allston-Brighton community to share our plans for this project. We intend to continue to meet with these neighborhoods as this project advances through the construction phase.

Harvard has met with various representatives of the community regarding Morgan Hall, including:

Allston-Brighton Planning and Zoning Advisory Committee (PZAC)

February 15, 1990 PZAC Task Force hears Morgan Hall Proposal.

February 26, 1990 Presentation of Morgan Hall project
PZAC votes to support

Allston Civic Association

February 20, 1990 Presentation of Morgan Hall project
Allston Civic Association: votes to support project

Exhibit A

Project Directory

Harvard Business School

Morgan Hall

1. Development Team

CHAIR: President and Fellows of Harvard College
Cambridge, MA

VICE CHAIR: Robert Assistant Dean
Director of Center Planning, Organization and Development
Harvard University School of Business Administration
Cambridge, MA 02163
(617) 495-5237

VICE CHAIR: Robert Assistant Dean
Harvard University Planning Group
135 Massachusetts Avenue
Cambridge, MA 02138
(617) 495-5237

STAFF: Office of the General Counsel
Harvard University
135 Massachusetts Avenue
Cambridge, MA
(617) 495-1210
Robert E. Hogan

STAFF: Mark E. and Associates, Inc.
100 Broadway, New York, NY 10038
(212) 493-7400
(212) 493-7400 Fax

Walter E. and Associates
100 Broadway
New York, NY 10038
Walter E. and Associates

STAFF: Robert E. and Associates
100 Broadway, New York, NY 10038
(212) 493-7400
(212) 493-7400 Fax

Bill Egan
New York, NY

A. Development Team

OWNER: President and Fellows of Harvard College
Cambridge, MA

Susan A. Rogers, Assistant Dean
Director of Campus Planning, Construction and Operations
Harvard University School of Business Administration
(617) 495-6223

James J. Donovan
Harvard University Planning Group
1350 Massachusetts Avenue
Cambridge, MA 02138
(617) 495-2234

ATTORNEY: Office of the General Counsel
Harvard University
1350 Massachusetts Avenue
Cambridge, MA
(617) 495-1220
Robert E. McGaw

ARCHITECT: Moshe Safdie and Associates, Inc.
100 Properzi Way (617) 629-2100
Somerville, MA 02143 (617) 629-2406 FAX

Moshe Safdie
Isaac Franco
Joseph Morog
Chris Chan

STRUCTURAL ENGINEERS
LeMessurier Associates (617) 868-1200
1033 Massachusetts Avenue (617) 661-7520 FAX
Cambridge, MA 02138

Bill Hagen
Wayne King

PLUMBING/FIRE PREVENTION
MECHANICAL/ELECTRICAL

Cosentini Associates (617) 876-3830
44 Brattle Street (617) 876-6647 FAX
Cambridge, MA 02138

Dick Leber
Dan Byrne (Mech)
Randy Duke
Vini Torardi (Elect)

PRE-CONSTRUCTION
CONSULTANT

Richard White Sons Inc. (617) 332-9500
70 Rowe Street (617) 965-8868 FAX
Auburndale, MA 02166

Bob White
Gerry Saulnier
Kevin Hines

CODE CONSULTANT

Harold R. Cutler, P.E. (508) 443-7088
165 Landham Road
Sudbury, MA 01776

CIVIL ENGINEERS

Fay, Spofford & Thorndike, Inc.
191 Spring Street (617) 863-8300
Lexington, MA 02173-9117 (617) 861-6915 FAX

Neil K. Daykin, P.E.

COST CONSULTANTS

Vermeulens Inc. (416) 737-0343
10 Church Street, North (416) 737-0403 FAX
Richmond Hill, Ontario L4C 3E7

James Vermeulen
Jerry McCabe

BUILDING Thompson & Lichtner (617) 492-2111
ENVELOPE 111 First Street
Cambridge, MA 02141

John Stelling

INTERIORS

Adamson Industrial Design (416) 963-9356
174 Avenue Road (416) 963-9176 FAX
Toronto, Ontario M5R 2J1

Jerry Adamson

ACOUSTICAL

Cerami and Assoicates, Inc. (718) 937-0990
42-15 Crescent Street (718) 937-1489 FAX
Long Island City, NY 11101

John Longman

GEOTECHNICAL

Haley & Aldrich (617) 494-1606
58 Charles Street (617) 233-2324
Cambridge, MA (617) 577-8142 FAX

Thomas Liu

VERTICAL TRANSPORTATION

Jaros, Baum and Bolles (212) 758-9000
345 Park Avenue (212) 980-1887 FAX
New York, NY 10154

Bill Lewis
John Walker

SPECIFICATIONS

Kalin Associates (617) 964-5477
68 Carl Street (617) 247-4764
Newton, MA 02161

Mark Kalin

LIGHTING

William C. Lam & Associates (617) 354-4502
101 Foster Street (617) 497-5038 FAX
Cambridge, MA 02138

Bill Lam
Paul Zaferiou

HARDWARE CONSULTANT

Thompson Co. (617) 331-6610

Exhibit B

Design Development Submission

Harvard Business School

Morgan Hall

A0.1	—	Drawing List
92.01L	1"=20'	Existing Survey
92.05L	1"=20'	Existing Survey
A1.1	1"=20'	Site Plan
A1.2	1"=20'	Landscape Plan
D2.1	1/8"=1'-0"	Demolition: Terrace Level Plan
D2.2	1/8"=1'-0"	Demolition: Level One Plan
D2.3	1/8"=1'-0"	Demolition: Level Two Plan
D2.4	1/8"=1'-0"	Demolition: Level Three Plan
D2.5	1/8"=1'-0"	Demolition: Roof Plan
A2.1	1/8"=1'-0"	Sub-basement Level Plan
A2.2	1/8"=1'-0"	Terrace Level Plan
A2.3	1/8"=1'-0"	Level One Plan
A2.4	1/8"=1'-0"	Level Two Plan
A2.5	1/8"=1'-0"	Level Three Plan
A2.6	1/8"=1'-0"	Level Four Plan
A2.7	1/8"=1'-0"	Roof Level Plan
A2.2RCP	1/8"=1'-0"	Terrace Level Reflected Ceiling Plan
A2.4RCP	1/8"=1'-0"	Level Two Reflected Ceiling Plan
A2.6RCP	1/8"=1'-0"	Level Four Reflected Ceiling Plan
A3.1	1/8"=1'-0"	North and South Elevations
A3.2	1/8"=1'-0"	East and West Elevations
A3.3	3/8"=1'-0"	Window Types
A3.4	3/8"=1'-0"	Enlarged Elevations
A4.1	1/4"=1'-0"	Cross Section at Central Court
A4.2	1/4"=1'-0"	Cross Section at Lightwell
A4.3	1/4"=1'-0"	Longitudinal Section (partial)
A4.4	1/4"=1'-0"	Longitudinal Section (partial)
A5.1	1/2"=1'-0"	Enlarged Plan, Elevations: Bay Office
A5.2	1/2"=1'-0"	Enlarged Plan, Elevations: Bow Office
A5.3	1/2"=1'-0"	Enlarged Plan, Elevations: North Office, Level 1
A5.4	1/2"=1'-0"	Enlarged Plan, Elevations: North Office, Level 3
A5.5	1/2"=1'-0"	Enlarged Plan, Elevations: South Office, Level 4
A5.6	1/4"=1'-0"	Corridor Elevations
A5.7	1/4"=1'-0"	Corridor Elevations
A6.1	1 1/2"=1'-0"	Interior Details
A7.1	3/8"=1'-0"	Wall Section

Development Impact Project Agreement

Morgan Hall

DEVELOPMENT IMPACT PROJECT AGREEMENT
INCLUDING PROVISIONS FOR THE JOBS CONTRIBUTION GRANT
FOR
MORGAN HALL

DATED AS OF MARCH 29, 1990

AGREEMENT, between the **BOSTON REDEVELOPMENT AUTHORITY** (the "Authority") a body politic and corporate created pursuant to Chapter 652 of the Acts of 1960, as amended, acting in its capacity as the planning board of the City of Boston and **HARVARD BUSINESS SCHOOL**, with a business address for purposes of this Agreement c/o Harvard Business School, 15 Harvard Way, Boston Massachusetts (the "Applicant"); the Authority and Applicant, collectively, are referred to herein as the "parties." Unless otherwise specified "Article" and "Section" references herein are to the Boston Zoning Code existing on the date of this Agreement.

WITNESSETH:

WHEREAS, the Applicant proposes to renovate the building known as "Morgan Hall," which will provide office space for almost the entire faculty of the Harvard Business School in one modern facility (the "Project");

WHEREAS, the Project is located at 15 Harvard Way, on land owned by Applicant as described in the DIP Plan referred to in 1.1 of this Agreement (the "Project Site");

WHEREAS, the project constitutes a Development Impact Project as defined in Section 26A-2.1 and Section 26B-2.1;

WHEREAS, the Neighborhood Housing Trust (the "Housing Trust") as referred to in Article 26A has been created by Declaration of Trust, dated November 19, 1985, pursuant to an Ordinance Establishing The Neighborhood Housing Trust passed by the Boston City Council on May 21, 1986, and approved by the Mayor of Boston on July 6, 1986; and

WHEREAS, the Neighborhood Jobs Trust as referred to in Article 26B has been created by Declaration of Trust dated November 19, 1985, pursuant to an Ordinance Establishing The Neighborhood Jobs Trust passed by the Boston City Council on August 19, 1987, and approved by the Mayor of Boston on September 8, 1987;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

ARTICLE 1. DEVELOPMENT IMPACT PROJECT PLAN

1.1 Development Impact Project Plan. The parties hereby acknowledge that the Applicant submitted to the Authority a Development Impact Project Plan ("DIP Plan") and hereby incorporated by reference as required by Section 26A-3 and Section 26B-3 and after a public hearing held on March 29, 1990, notice of which was published in The Boston Herald on March 24, 1990, the Authority approved the DIP Plan on March 29, 1990. Subject to the provisions of this Agreement, if the Applicant proceeds with the Project the Applicant will do so substantially in accordance with the DIP Plan.

ARTICLE 2. HOUSING LINKAGE PAYMENT

2.1 Housing Linkage Payment. The Applicant shall be responsible, in accordance with the terms of this Agreement, for a Development Impact Project

Contribution (the "Housing Linkage Payment") as such term is defined in Section 26A-2.3, in the amount as calculated and set forth in 2.4 of this Agreement. The Applicant may, at its option, satisfy its obligation for the Housing Linkage Payment, in whole or in part, by contributing to the creation of housing units for occupancy exclusively by low- and moderate-income residents of the City of Boston, as described in 2.2 of this Agreement (the "Housing Creation Option"), or by payments made in accordance with 2.3 of this Agreement (the "Housing Payment Option"), or by a combination of the Housing Creation Option and the Housing Payment Option.

2.2 Housing Creation Option. If the Applicant shall elect to contribute to the creation of housing units for occupancy exclusively by low- and moderate-income residents of the City of Boston to satisfy all or a part of the Housing Linkage Payment, the Applicant shall submit a proposal in writing to the Authority on or before the Payment Date, as defined in 2.6 of this Agreement and a further defined in the Housing Creation Regulations (the "Regulations") dated April 17, 1986 (adopted by the Authority pursuant to Section 26A-2.2.3(a) as in effect on the date hereof). Such proposal if approved in accordance with the Regulation shall satisfy the provisions of the Housing Creation Option set forth in Section 26A-2.3(a). The proposal shall include a description of the number, location, cost, and design of the housing units. Applicant pledges compliance with said Regulations if the Applicant chooses the Housing Creation Option. The proposal shall be subject to the approval by the Authority after public notice and hearing.

2.3 Housing Payment Option. If the Applicant shall elect to contribute money payments to satisfy all or a part of the Housing Linkage Payment, said payments shall be paid to the Collector-Treasurer of the City of Boston,

Room M-5, One City Hall Square, Boston, Massachusetts 02201, as managing trustee (the "NHT Trustee") of the Neighborhood Housing Trust. The Housing Linkage Payment shall be made in twelve equal annual installments ("Housing Linkage Payment Installments"). The Authority hereby agrees that delivery of such installments to the NHT Trustee constitutes full satisfaction of the Applicant's obligation to make the Housing Linkage Payment. The first Housing Linkage Payment Installment shall be due and payable on the Payment Date, as defined in 2.6 of this Agreement, and subsequent installments shall be due and payable without interest on the following eleven anniversary dates of the Payment Date. If any Housing Linkage Payment Installment is not made in a timely manner as provided herein, the Applicant shall pay interest thereon at the rate of 1.5% per month, commencing on the applicable anniversary date of the Payment Date when payment should have been received by the NHT Trustee and ending on the date when the NHT Trustee receives payment.

2.4 Calculation of Housing Linkage Payment. The parties hereby acknowledge that the Project will include certain uses enumerated in Table D of Article 26A ("Table D Uses"), including but not limited to Use 16A, i.e., "college or university granting degrees by authority of the Commonwealth of Massachusetts," and Use 24, i.e., "scientific research and teaching laboratories not conducted for profit and accessory to Use Items 16A and 22." It is anticipated that the gross floor area (calculated pursuant to Section 2-1(21) of the Project devoted to one or more such uses in the aggregate will exceed one hundred thousand square feet and that said gross floor area devoted to such uses is expected to be approximately 100,900 square feet, based upon schematic drawings for the Project. The total amount of the Housing Linkage Payment, calculated at the rate of \$5.00 for each square foot of gross floor area in excess of one

hundred thousand square feet devoted to one or more Table D uses, will approximate a total of \$4,500. The parties acknowledge that the amount of the Linkage Payment is based upon gross floor areas as estimated in the DIP Plan. Before the issuance of a Certificate of Occupancy, the Applicant shall submit a statement of the final gross floor area for the Project as certified by the Project Architect (as identified in the DIP Plan). If the actual gross floor area of the Project, as calculated by the Authority (using the definitions in Section 2-1(21) based on the certificate from the Project Architect differs from the above-stated estimate, the Applicant shall adjust the amount of the Linkage Payment in accordance with Article 26A to reflect the actual gross floor area; provided that if the adjustment reduces the Linkage Payment, the adjustment as to Linkage Payment Installments previously made shall be applied as a credit to the next Linkage Payment Installment(s) due until the adjustment has been utilized in full.

2.5 Recalculation. The Authority hereby agrees that (subject to the final calculation provisions contained in 2.4 of this Agreement), any changes in the formula (amount or rate of payment) for the calculation of the Linkage Payment as set forth in Section 26A-3.2(a) and otherwise, any changes in the definition of "gross floor area" in Section 2-1(21), and any other changes in the Boston Zoning Code after the date hereof shall not in any way increase the Housing Linkage Payment determined in accordance with 2.4 of this Agreement.

2.6 Payment Date. The Payment Date shall be the earlier of (i) thirty-six months after the granting of the final building permit(s) for the entire Project, except, however, the Applicant and its successors and assigns may at any time abandon the Project, and upon notice thereof to the Authority, this Agreement shall terminate in which case the parties shall have no further obligations

hereunder, or (ii) the date of issuance of a Certificate of Occupancy for the entire Project.

2.7 Notice of Agreement. Upon execution of this Agreement, the Authority will notify the NHT Trustee of such execution. The Authority shall review the Applicant's determination of the gross floor area of the Project. If the Authority confirms the Applicant's determination, the Authority shall so certify and forward the same to the ISD with a copy to the NHD Trustee.

2.8 Non-Accrual of Linkage Payment. If a building permit is not granted for the Project or any part thereof, or if construction of the Project or any part thereof, is abandoned after a building permit is obtained and before the substantial completion of the Project, or if a building permit for the Project, or any part thereof, is revoked or lapses and is not renewed, then the Applicant shall have no responsibility for the Housing Linkage Payment with respect to those portions of the Project not constructed.

2.9 Credit Towards Housing Linkage Payment. If the City of Boston or any of its boards or instrumentalities should hereafter impose, assess, or levy any excise or tax upon the Project, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for the purposes substantially the same as the purposes recited in Section 26A-1, amounts payable hereunder by Applicant shall be credited against such excise or tax; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such tax, excise, or exaction, the obligations of the Applicant hereunder shall, to the extent of the amount of such tax, excise, or exaction thereupon cease and be of no further force and effect.

ARTICLE 3. JOBS CONTRIBUTION GRANT

3.1 Jobs Linkage Payment. The Applicant shall be responsible, in accordance with this Agreement, for a Jobs Contribution Grant (the "Jobs Linkage Payment") as such term is defined in Section 26B-2.3, in the amount as calculated under 3.4 of this Agreement. The Applicant may, at its option, satisfy its obligations for the Jobs Linkage Payment, in whole or in part, by contributing to the creation of a jobs training program, as described in 3.2 of this Agreement (the "Jobs Creation Option"), or by payment made in accordance with 3.3 of this Agreement (the "Jobs Payment Option"), or by a combination of the two.

3.2 Jobs Creation Option. If the Applicant shall elect to create or contribute to the creation of a jobs training program for workers who will be employed on a permanent basis at the Project to satisfy all or a part of the Jobs Linkage Payment, the Applicant shall submit a proposal in writing to the Authority on or before the Payment Date (as defined in 2.6 of this Agreement). Such proposal if approved as specified under Section 26B-2.3(c), shall satisfy the provisions of Section 26B-2.3(a). If the Applicant elects the Jobs Creation Option, the Applicant pledges compliance with the Jobs Creation Regulations adopted by the Authority, to the extent applicable.

3.3 Jobs Linkage Payment Option. If the Applicant shall elect to contribute money payments in order to satisfy its obligations for all or part of the Jobs Linkage Payment, said payment shall be made to the Collector-Treasurer as managing trustee ("NJT Trustee") of the Neighborhood Jobs Trust. The Authority hereby agrees that delivery of such payment to the NJT Trustee constitutes full satisfaction of the Applicant's obligation to make the Jobs Linkage Payment.

3.4 Calculation of the Jobs Linkage Payment. The parties hereby acknowledge that the project will include certain uses enumerated in Table E of

Section 26B-3 (the "Table E Uses"), including, without limitation, those referred to in 2.4 of this Agreement. It is anticipated that the gross floor area of the Project will be devoted to one or more of the Table E Uses in the aggregate will exceed one hundred thousand square feet, and gross floor area devoted to such uses is expected to be specified in 2.4 of this Agreement, based upon schematic drawings for the Project. The total amount of the Jobs Linkage Payment calculated at the rate of \$1.00 for each square foot of gross floor area devoted to one or more of the Table E Uses in excess of one hundred thousand square feet, will approximate a total of \$900. The parties acknowledge that the amount of the Jobs Linkage Payment is based upon gross floor area as estimated in the DIP Plan. If the actual gross floor area of the Project, as defined in Section 2-1(21) and as certified by Project Architect (as identified in the DIP Plan), differs from the estimates on which the Jobs Linkage Payments were made, the Applicant shall adjust the amount of Jobs Linkage Payment in accordance with Article 26B to reflect the actual gross floor area.

3.5 Recalculation. The Authority hereby agrees that (subject to the final calculation provisions contained in 3.4 of this Agreement) any changes in the formula (amount or rate of payment) for the calculation of the Jobs Linkage Payment as set forth in Section 26B-2-3.1 and otherwise, any changes in the definition of "gross floor area" in Section 2-1(21), or any other changes in the Boston Zoning Code after the date hereof shall not in any way increase the Jobs Linkage Payment determined in accordance with 3.4 of this Agreement.

3.6 Jobs Linkage Payment Date. The Jobs Linkage Payment shall be made in two equal annual installments; the first Jobs Linkage Payment installment shall be due upon the Payment Date specified in 2.6 of this Agreement, and the remaining installment shall be due on the anniversary of the Payment Date.

3.7 Non-Accrual of Jobs Linkage Payment. If a building permit is not granted for the entire Project or part thereof, or if construction of the Project or any part thereof, is abandoned after a building permit is obtained and before the commencement of substantial construction (as described in 2.8 of this Agreement) thereof, or if a building permit for the Project or any part thereof, is revoked or lapses and is not renewed, then the Applicant shall have no responsibility for the Jobs Linkage Payment with respect to those portions of the Project not constructed, and an appropriate adjustment and refund shall be promptly made if Jobs Linkage Payment installments made exceed the amount properly due.

3.8 Credit Toward Jobs Linkage Payment. If the City of Boston or any of its boards or instrumentalities should hereafter impose, assess, or levy any excise, tax, or exaction upon the Project, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for the purposes substantially the same as the purposes recited in Section 26B-1, amounts payable hereunder by Applicant shall be created against such excise, tax, or exaction; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such tax, excise, or exaction, the obligations of the Applicant hereunder shall, to the extent of the amount of such tax, excise, or exaction, thereupon cease and be of no further force or effect.

ARTICLE 4. LIABILITY

4.1 Applicant's Continuing Liability. The original Applicant named in the preamble of this Agreement shall be and remain liable to for the payment obligations set forth in this Agreement, notwithstanding any assignment or transfer of all or any interest in the Project, the Project Site, or this

Agreement; provided, however, that nothing in this Agreement shall prevent any other person from agreeing to be jointly and severally liable with the original Applicant for the obligations of the Applicant hereunder.

4.2 Liability of Mortgages. No holder of a mortgage (or other form of security interest) on all or any portion of the Project or the Project Site, as the case may be, shall be liable for failure to pay or perform any of the obligations of the Applicant hereunder unless and until such holder acquires title to the applicable portion of the Project, the Project Site, or this Agreement by foreclosure or deed in lieu of foreclosure, and, in such instance, such holder's liability shall be limited as set forth in 4.5 of this Agreement.

4.3 Default. Each and every covenant contained in this Agreement is and shall be construed to be a separate and independent covenant, and a default with respect to any paragraphs or provisions of this Agreement shall not constitute a default with respect to any other paragraph or provision.

4.4 Severability. If any term or provisions of this Agreement, or the application of such terms to persons or circumstances other than those to which it is invalid or unenforceable, the remainder of this Agreement, or the application of such terms to persons or circumstances other than those to which it is valid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

4.5 No Personal Liability. No trustee, fellow, member of a governing board, beneficiary, partner, stockholder, manager, officer, director, agent, or employee of either the Applicant or any of Applicant's or their respective successors and assigns (including, without limitation, mortgages) shall be personally or individually liable under this Agreement, nor shall Applicant or any of them be liable beyond the extent of its or their interest in the Project, Project Site, or

this Agreement, it being understood that the recourse of the Authority and those claiming by, through, or under the Authority is solely to the Project and the Project Site.

ARTICLE 5. MISCELLANEOUS PROVISIONS

5.1 Amendments: Law to be Applied. Any amendment to this Agreement shall be effective only if in writing, labeled an amendment, and duly executed by the parties. This Agreement shall be governed by the laws of The Commonwealth of Massachusetts and sets forth the entire agreement between the parties.

5.2 Capitalized Terms. The capitalized terms used herein without definition shall have the meanings ascribed in Article 2, Article 26A, or Article 26B, unless otherwise provided.

5.3 Notice. All notices under this Agreement (including, without limitation, notices of default) must be in writing, signed by the party (or the attorney of the party) giving same, and mailed to the parties at the following addresses:

Authority: Boston Redevelopment Authority
One City Hall Plaza
Boston, MA 02201
Attention: Director

With copies to: Boston Redevelopment Authority
One City Hall Plaza
Boston, MA 02201
Attention: Chief General Counsel

Applicant: Harvard Business School
15 Harvard Way
Boston, MA 02163
Attention: Associate Dean for Campus Planning

With copies to: Office of the General Counsel
File Ref: B25/89REM70856
Harvard University
Holyoke Center, Suite 980
Cambridge, MA 02138-3826

By such notice, either of the parties may notify the other of a change of address which thereafter shall be used by the parties. Notices of default shall be sent certified mail, return receipt requested.

5.4 Certification of Compliance. The Authority hereby agrees to assist the Applicant in obtaining from the NHT Trustee or the NJT Trustee, as the case may be, upon satisfaction by the Applicant of its obligations under the Housing Linkage Payment and Jobs Linkage Payment, within ten business days after request by the Applicant, a certification in recordable form, that (i) the Housing Linkage Payment or Jobs Linkage Payment, or both, as the case may be, have been satisfied by the Applicant and that the Applicant has no further liability for such Housing Linkage Payment or Jobs Linkage Payment or (ii) the Housing Linkage Payment and Jobs Linkage Payment, or both, as the case may be, have been paid to date. Such a certification shall be conclusive evidence of such satisfaction (or payment to date, as the case may be) and shall be binding upon all persons.

5.5 Satisfaction of Development Impact Project Requirements. The Authority hereby acknowledges that, by executing this Agreement, the Applicant has satisfied the requirements of Section 26A-3.2 and Section 26B-3.1 insofar as satisfaction of the requirement of those Sections is a precondition to the granting, allowing, or adopting of a variance, conditional use permit, exception, or zoning map or text amendment with respect to the Applicant's development of the Project Site.

5.6 Titles. The captions of this Agreement, its articles and paragraphs throughout this document are intended solely to facilitate reading and referencing its provisions. Such captions shall not affect the meaning of interpretation of this Agreement.

5.7 Assignability, Binding Effect. This Agreement does not affect or limit the right of the Applicant and its successors and assigns to transfer by any means all or any of its rights and interests, whether legal or equitable, in all or a portion of the Project, the Project Site, or under this Agreement, or a combination thereof, including without limitation any sale, conveyance, lease, sublease, license, transfer, assignment, easement, creation of a condominium, mortgage, pledge, hypothecation, encumbrance, or alienation by any means. This Agreement shall be binding upon and enforceable under contract law against and shall inure to the benefit of the successors, assigns, and legal representatives of the parties hereto (other than mortgagees of the Project Site, or any part thereof, or those claiming through such mortgages unless such person obtains title to the Project Site, or the applicable part thereof, and proceeds with the Project), and the Neighborhood Housing Trust and Neighborhood Jobs Trust as third party beneficiaries.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their behalf by their respective officers thereunto duly authorized as of the day and year first above set forth.

Approved as to form

BOSTON REDEVELOPMENT AUTHORITY

Robert F. McNeil
Chief General Counsel
Boston Redevelopment Authority

By: _____
Stephen Coyle, Director

HARVARD BUSINESS SCHOOL

By: _____

MEMORANDUM

MARCH 29, 1990

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: PAMELA WESSLING, ASSISTANT DIRECTOR FOR URBAN DESIGN
AND DEVELOPMENT
LINDA BOURQUE, ASSISTANT DIRECTOR FOR NEIGHBORHOOD
PLANNING AND ZONING
GERRY KAVANAUGH, DIRECTOR OF INSTITUTIONAL PLANNING
LARRY KOFF, PROJECT COORDINATOR

SUBJECT: PUBLIC HEARING ON THE DEVELOPMENT IMPACT PROJECT PLAN
FOR THE HARVARD BUSINESS SCHOOL'S MORGAN HALL
RENOVATION/ADDITION PROJECT

**EXECUTIVE
SUMMARY:**

THIS MEMORANDUM REQUESTS THE BOSTON REDEVELOPMENT AUTHORITY'S APPROVAL OF A DEVELOPMENT IMPACT PROJECT PLAN ("DIPP") AND AUTHORIZATION FOR THE DIRECTOR TO (1) ENTER INTO A DEVELOPMENT IMPACT PROJECT AGREEMENT ("AGREEMENT") AND (2) ISSUE AN ADEQUACY DETERMINATION UPON COMPLETION OF THE AUTHORITY'S REVIEW OF A FINAL PROJECT IMPACT REPORT TO ALLOW FOR THE DEVELOPMENT OF HARVARD BUSINESS SCHOOL'S MORGAN HALL RENOVATION AND ADDITION PROJECT. THIS MEMORANDUM ALSO REQUESTS THE BOSTON REDEVELOPMENT AUTHORITY'S RECOMMENDATION OF APPROVAL, CONDITIONAL UPON DESIGN REVIEW, OF THE PETITION TO THE BOARD OF APPEAL FOR ZONING RELIEF IN CONNECTION WITH THE PROPOSED PROJECT. THE PROJECT IS LOCATED ON THE ALLSTON CAMPUS AND CONSISTS OF THE RENOVATION AND CONSTRUCTION OF AN ADDITION RESULTING IN A FACULTY OFFICE BUILDING OF APPROXIMATELY 100,900 FAR SQUARE FEET.

INTRODUCTION

Harvard University is requesting approval of a Development Impact Project Plan for the renovation and addition to Morgan Hall. Constructed in 1926 on Harvard Way, Morgan Hall has been utilized as a faculty office building. The needs for faculty and staff office space have grown substantially in recent years, requiring the provision of additional office space. In addition, there is a need to consolidate the faculty, many of whom are currently located throughout the campus in various residential and academic facilities. To achieve these objectives, Harvard has proposed to renovate and to construct an addition to Morgan Hall.

PROJECT DESCRIPTION

The Morgan Hall project ("Project") involves the complete renovation of the existing 50,000 gross square foot structure and the construction of a 65,000 gross square foot addition, resulting in a new faculty office building of approximately 100,900 FAR square feet. The proposed new addition will relate to the existing massing, height and scale of the campus. Materials used in the construction will be sensitive to existing structures.

The Harvard Business School intends to begin construction during the summer of 1990 and to complete the project in mid-1992.

HARVARD UNIVERSITY MASTER PLAN

The proposed Project is consistent with the Harvard University Allston Campus Master Plan, which was approved by the Boston Redevelopment Authority in April, 1989. The Project was identified in the Master Plan and is consistent with the design guidelines which were established for the campus.

ARTICLE 31 DEVELOPMENT REVIEW

In conformance with the Article 31 Process, Harvard submitted a Project Notification Report on May 8 and the Authority issued a Scoping Determination on September 9. Harvard subsequently completed a Draft Project Impact Report (DPIR) including the submission of schematic design plans. A Transportation Access Plan has also been submitted and is under review by the Boston Transportation Department. A Preliminary Adequacy Determination ("Determination") will be issued shortly. The Project is not subject to review by the Massachusetts Environmental Protection Agency.

COMMUNITY REVIEW

The community review process has been completed. The Project was reviewed and endorsed by the Harvard University Community Task Force on February 15, by the Allston Civic Association on February 20, and by the Allston Brighton Planning and Zoning Advisory Committee (PZAC) on February 26.

PUBLIC BENEFITS

The Project is a "Development Impact Project" under Section 26A -3(2) of the Boston Zoning Code and therefore is subject to housing and jobs linkage obligations. The DIP Agreement anticipates that the project will total 100,900 FAR

square feet, providing for \$4,500 in housing linkage funds and \$900 in jobs linkage funds. A single 100,000 square foot exemption for all projects defined in the Harvard University Allston Campus Master Plan will be allowed.

The Project will generate 150 person years of construction work during the two year construction period. Once completed, Morgan Hall will house 400 permanent employees, all of whom are currently employed at the Business School. Harvard will enter into a Memorandum of Understanding and a First Source Agreement governing recruitment and hiring for designated categories of permanent employment positions. Harvard will enter into a Boston Residents Construction Employment Agreement with the Mayor's Office of Jobs and Community Service which Agreement will govern hiring practices for construction jobs.

ZONING RELIEF

The site is located within an H-1 zoning district and within the Allston Brighton Interim Planning Overlay District (IPOD). The proposed Project requires a conditional use permit pursuant to Article 6 of the Code for extension of a structural change to a non-conforming use and an Interim Planning Permit, pursuant to Article 27F of the Code.

CONCLUSION

BRA staff recommends that the Authority: (1) approve the attached Development Impact Project Plan; (2) authorize the Director to execute the Development Impact Project Agreement and to issue an Adequacy Determination upon completion of the review of the Final Project Impact Report; and (3) to recommend approval, conditional upon design review, of petitions to the Board of Appeal for zoning relief in connection with the Proposed Project.

Appropriate votes follow:

VOTED: That in connection with the Development Impact Project Plan for the Morgan Hall Renovation and Addition Project, Allston, presented at a public hearing duly held before the Boston Redevelopment Authority on March 29, 1990, and after consideration of the evidence presented at the hearing, the Boston Redevelopment Authority finds that said Plan: (1) conforms to the general plan for the City of Boston as a whole; (2) contains nothing that will be injurious to the neighborhood or otherwise detrimental to the public welfare; and (3) does adequately and sufficiently satisfy all other criteria and specifications for a Development Impact Project as set forth in Articles 26A and 26B of the Boston Zoning Code as amended; and further

VOTED: That pursuant to the provisions of Articles 26A and 26B of the Boston Zoning Code as amended, the Boston Redevelopment Authority hereby approves the Development Impact Project Plan for the Morgan Hall Renovation and Addition, Allston. Said Development Plan is embodied in a written document entitled "Development Impact Project Plan for the Morgan Hall Renovation and Addition" dated March 29, 1990, and in a series of schematic drawings listed in Exhibit B of said document; said document and plans shall be on file in the Office of the Boston Redevelopment Authority; and further

VOTED: That the Authority hereby authorizes the Director (1) to execute, in the name and on behalf of the Authority, (a) a Development Impact Project Agreement, in substantially the form presented to the Authority on this date; and (b) other necessary agreements with the developer of the Morgan Hall Renovation and Addition Project; and (2) to certify in the name of the Authority, (a) that plans submitted to the Inspectional Services Commissioner in connection with said Project are in conformity with said Development Impact Project Plan; and (b) that the developer has entered into an Agreement with the Authority to be responsible for the Housing Contribution and a Jobs Contribution Grant; and further

VOTED: That the Authority hereby authorizes the Director to execute, in the name and on behalf of the Authority, an Adequacy Determination with respect to the Final Project Impact Report for the Morgan Hall Renovation and Addition Project, Allston, upon completion of the review by the Authority of such Final Project Impact Report for the Morgan Hall Renovation and Addition Project; and further

VOTED: That in reference to petition #Z-13493, Harvard

Way (Morgan Hall) in an H-1 zoning district, brought by the President and Friends of Harvard College, Cambridge Massachusetts, for conditional use permits for: (1) Extension of a Structural Change to a Non-Conforming Use (Section 9-1); and (2) IPOD--Interim Planning Overlay District (Section 27-F); the Boston Redevelopment Authority recommends approval with the proviso that plans are submitted to the Authority for design review approval to ensure that the plans are consistent with the plans previously reviewed by the Authority and with the Development Impact Project Plan, provided that the final design review approval shall not be granted prior to the execution of a Transportation Access Plan Agreement, a Boston Resident Construction Employment Plan, a Memorandum of Understanding, a First Source Agreement, and other necessary agreements with the Mayor's Office of Jobs and Community Services. The Authority authorizes the Director to certify to the Board of Appeal that the petition and the requested conditional use permits are in conformity with said Development Impact Project Plan.

FACT SHEET

MORGAN HALL RENOVATION/ADDITION PROJECT

HARVARD BUSINESS SCHOOL

COMMUNITY REVIEW

February 15	Harvard Community Task Force review and approval.
February 20	Allston Civic Association review and approval.
February 26	PZAC review and approval.

APPROVAL SCHEDULE

March 15	BRA vote to advertise a Public Hearing
March 29	BRA Board Public Hearing on DIPP Plan and Zoning Board of Appeal recommendations
April 10	Zoning Board of Appeals Hearing Date

SUMMARY OF DEVELOPMENT PROJECT

Existing Zoning: H-1

Proposed FAR with Morgan Hall addition .35

Proposed Development Program

Renovation of existing facility: 50,000 sq. ft.

Proposed Addition: 65,000 sq. ft.

Total Gross Square Feet: 115,000 sq. ft.

Building Height: 65 feet to roof line

DEVELOPMENT IMPACT PROJECT PLAN

Total FAR Square Feet: 100,900

Minus one time only Master Plan deduction of 100,000 sq. ft.

Net square footage for DIP Agreement: 900

$\$5.00 \times 900 \text{ sq. ft.} = \$4,500$ (housing linkage)

$\$1.00 \times 900 \text{ sq. ft.} = \$ 900$ (jobs linkage)

Total DIP Payment: \$5,400

DEVELOPMENT SCHEDULE

Construction Start: Spring, 1990

Completion of Construction: June 1992

CONSTRUCTION COST: \$22M

EMPLOYMENT

CONSTRUCTION JOBS: 150 PERSON YEARS

PERMANENT JOBS: 400

Existing

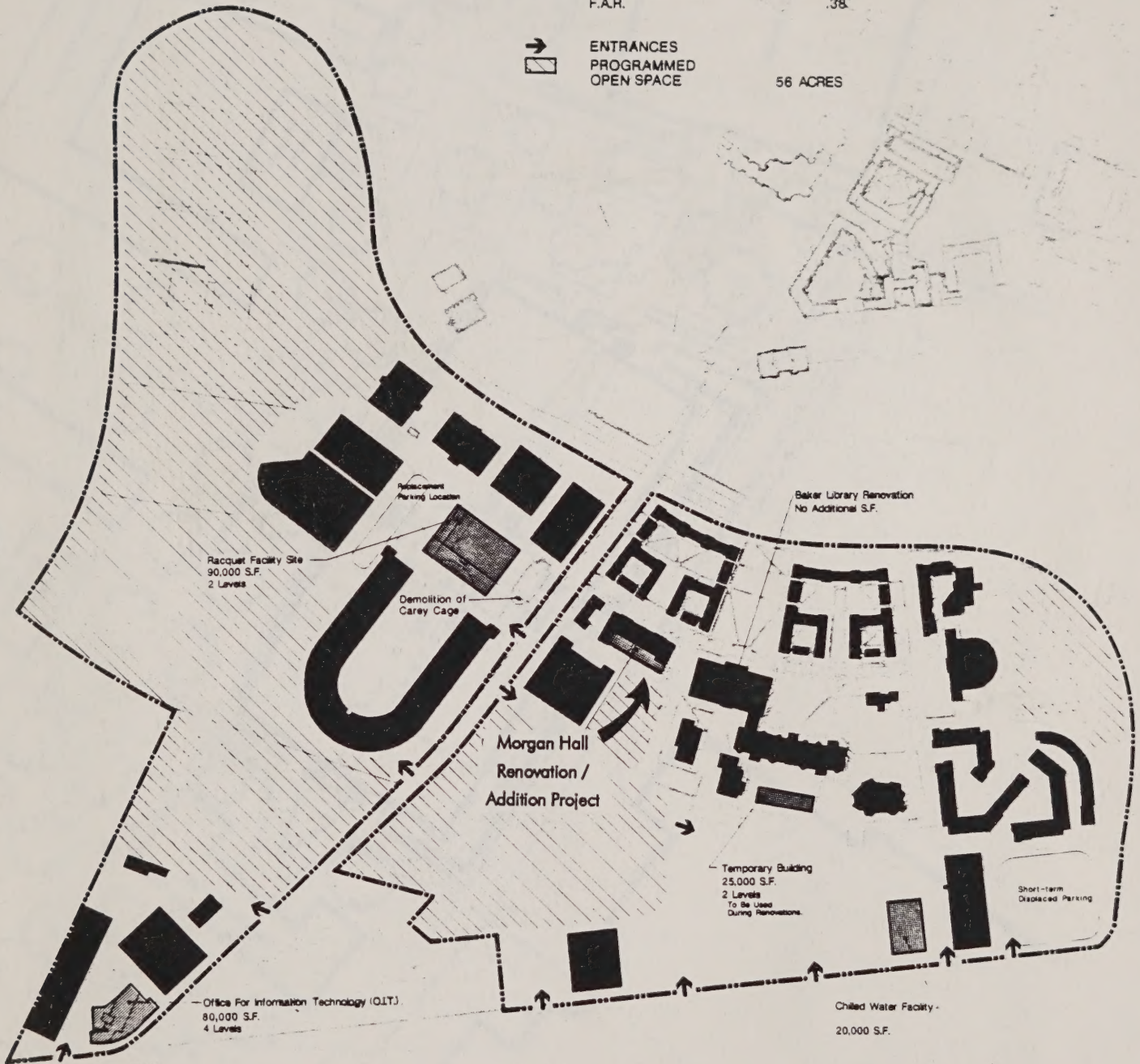
BUILDING 2,005,600 G.S.F.
TOTAL LAND AREA 136 ACRES
F.A.R. .34

Five Year Program

BUILDING 2,270,600 G.S.F.
TOTAL LAND AREA 136 ACRES
F.A.R. .38



ENTRANCES
PROGRAMMED
OPEN SPACE 56 ACRES



Harvard University Allston Campus Master Plan

Five Year Plan



Harvard University Planning Group
Sasaki Associates, Inc.
Planning, Architecture, Landscape Architecture,
Urban Design, Engineering

Morgan Hall

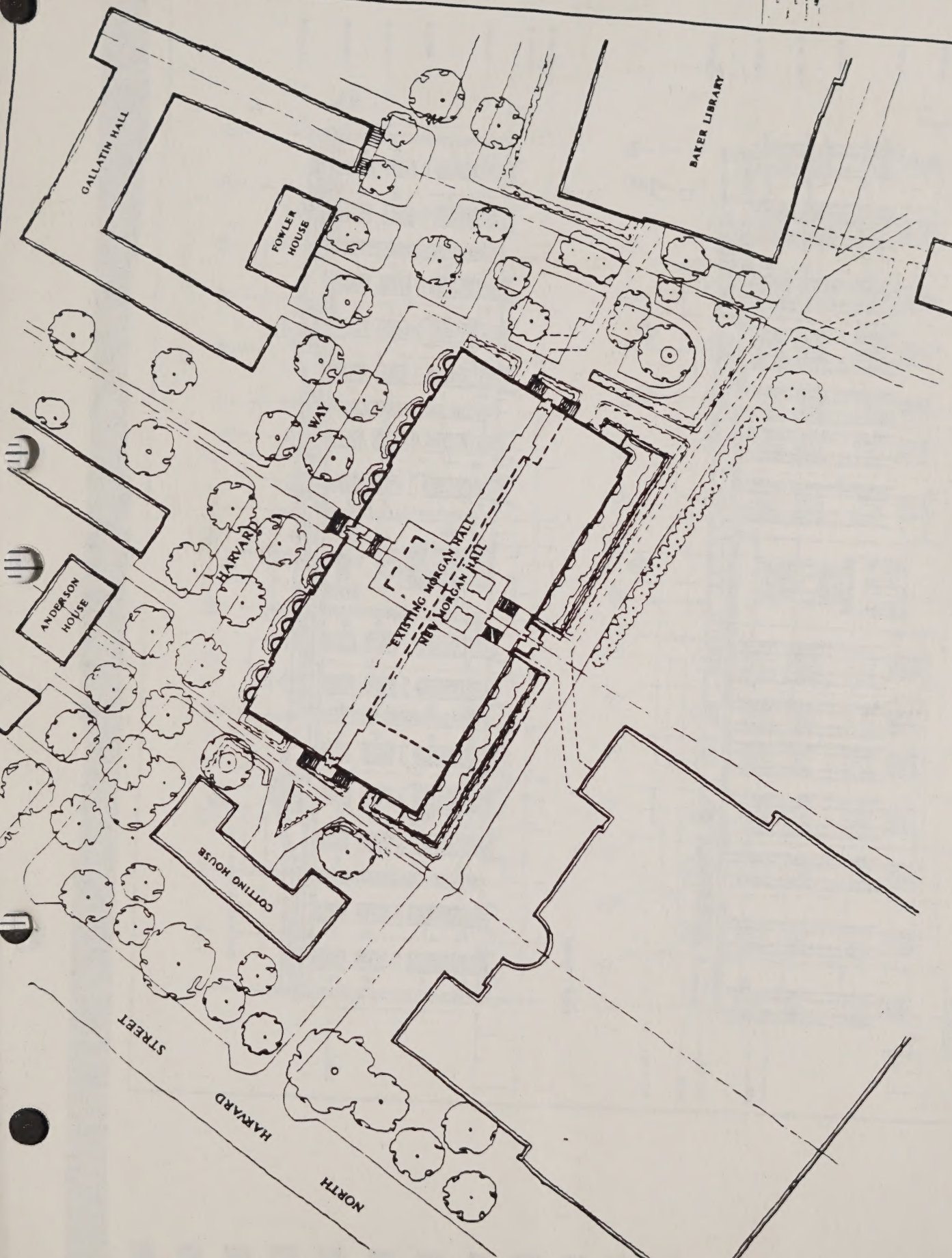
Harvard Business School

Master Builder and Architect
 Architects and Planners
 1000 Massachusetts Ave.
 Cambridge, MA 02138

LeMaster Construction, Inc.
 General Contractor
 1000 Massachusetts Ave.
 Cambridge, MA 02138
 Construction Management
 1000 Massachusetts Ave.
 Cambridge, MA 02138

1000 Massachusetts Ave.
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 Cambridge, MA 02138



1000 Massachusetts Ave.
 Cambridge, MA 02138

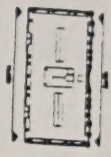
Morgan Hall

Harvard University
Cambridge, Massachusetts

Architect: [illegible]
Engineer: [illegible]
Interior Designer: [illegible]
Landscape Architect: [illegible]
Mechanical Engineer: [illegible]
Electrical Engineer: [illegible]
Sanitary Engineer: [illegible]
Structural Engineer: [illegible]
Civil Engineer: [illegible]
Chemical Engineer: [illegible]
Biological Engineer: [illegible]
Aeronautical Engineer: [illegible]
Naval Engineer: [illegible]
Industrial Engineer: [illegible]
Agricultural Engineer: [illegible]
Mining Engineer: [illegible]
Metallurgical Engineer: [illegible]
Textile Engineer: [illegible]
Leather Engineer: [illegible]
Paper Engineer: [illegible]
Rubber Engineer: [illegible]
Glass Engineer: [illegible]
Ceramic Engineer: [illegible]
Plastic Engineer: [illegible]
Food Engineer: [illegible]
Clothing Engineer: [illegible]
Shoe Engineer: [illegible]
Furniture Engineer: [illegible]
Household Goods Engineer: [illegible]
Transportation Engineer: [illegible]
Communication Engineer: [illegible]
Instrumentation Engineer: [illegible]
Aerospace Engineer: [illegible]
Marine Engineer: [illegible]
Agricultural Engineer: [illegible]
Mining Engineer: [illegible]
Metallurgical Engineer: [illegible]
Textile Engineer: [illegible]
Leather Engineer: [illegible]
Paper Engineer: [illegible]
Rubber Engineer: [illegible]
Glass Engineer: [illegible]
Ceramic Engineer: [illegible]
Plastic Engineer: [illegible]
Food Engineer: [illegible]
Clothing Engineer: [illegible]
Shoe Engineer: [illegible]
Furniture Engineer: [illegible]
Household Goods Engineer: [illegible]
Transportation Engineer: [illegible]
Communication Engineer: [illegible]
Instrumentation Engineer: [illegible]
Aerospace Engineer: [illegible]
Marine Engineer: [illegible]

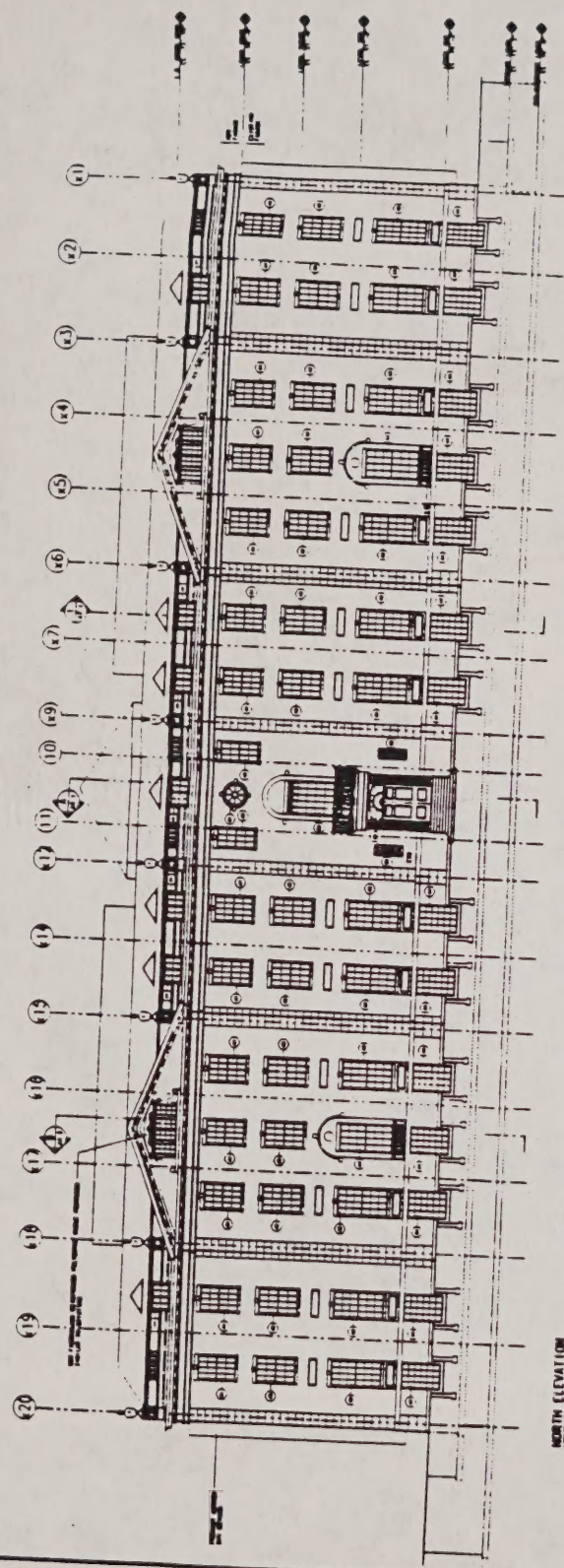
Room No.	Room Name	Area (sq. ft.)	Volume (cu. ft.)
1	Room 1		
2	Room 2		
3	Room 3		
4	Room 4		
5	Room 5		
6	Room 6		
7	Room 7		
8	Room 8		
9	Room 9		
10	Room 10		
11	Room 11		
12	Room 12		
13	Room 13		
14	Room 14		
15	Room 15		
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18	Room 18		
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22	Room 22		
23	Room 23		
24	Room 24		
25	Room 25		
26	Room 26		
27	Room 27		
28	Room 28		
29	Room 29		
30	Room 30		

Room No.	Room Name	Area (sq. ft.)	Volume (cu. ft.)
31	Room 31		
32	Room 32		
33	Room 33		
34	Room 34		
35	Room 35		
36	Room 36		
37	Room 37		
38	Room 38		
39	Room 39		
40	Room 40		
41	Room 41		
42	Room 42		
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46	Room 46		
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50	Room 50		

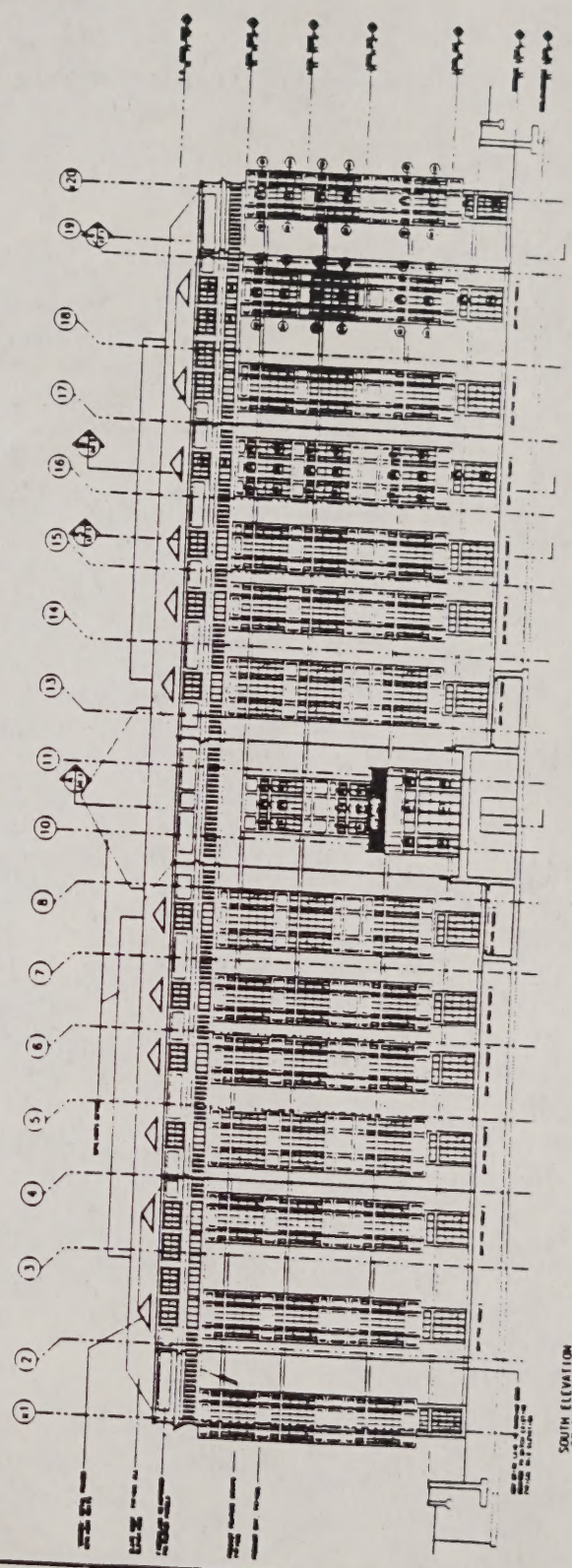


NORTH AND SOUTH
ELEVATIONS

A3.1



NORTH ELEVATION



SOUTH ELEVATION